

## BUSINESSOWNERS DECLARATION

BUSINESSOWNERS AMENDED DECLARATIONS EFFECTIVE 08/11/2016 NUMBER 05

10

SUPERSEDES ANY PREVIOUS DECLARATIONS BEARING THE SAME NO. FOR THIS POLICY PERIOD  
 AMENDED CONTENTS LIMIT

Policy Number	Policy Period		Coverage is Provided in the	Agency Code
	From	To		
OHF-A835580-00	02/01/2016	02/01/2017	HANOVER INSURANCE COMPANY	570117600

**Named Insured and Address**

MARK LUJAN  
 DBA IMS INTERNATIONAL  
 770 S GRAND AVE STE 2162  
 LOS ANGELES, CA 90017

**Agent**

650-592-7333  
 PROFESSIONAL INS ASSOC INC  
 1100 INDUSTRIAL ROAD, #3  
 SAN CARLOS, CA 94070

### Forms and Endorsements Schedule

Form Number	Edition Date	Description
391-1403	10/09	DELUXE BRONZE BROADENING
BP0437	07/02	EXCLUSION PERSONAL ADVERTISING
401-1127	01/15	TERRORISM ACCEPTANCE OF COVG
391-1114	01/15	CAP ON LOSSES FROM TERRORISM
391-1313	01/15	EXCLUSION OF PUNITIVE DAMAGES
391-1006	06/09	BOP LIABILITY SPECIAL BROADENI
391-1398	12/09	OFFICE PROCESSING SVC EXT END
BP1007	07/02	EXCLUSION YEAR 2000 COMPUTER R
391-1902	06/15	CALIFORNIA CHANGES
391-1134	11/02	LIMITED FUNGI COVERAGE
421-0022	07/02	ASBESTOS EXCLUSION
BP0417	07/02	EMPLOYMENT RELATED PRACTICES E
BP0501	07/02	CALCULATION OF PREMIUM
231-0475	06/89	PILR NOTICE
BP0601	01/07	EXCLUSION OF LOSS-VIRUS OR BAC
391-1003	06/09	BUSINESSOWNERS COVERAGE FORM
391-1795	05/14	EXCL ACES OR DISCL LIMITED BI
391-1102	07/02	FUNGI AND BACTERIA EXCLUSION
401-1374	01/15	DISCLOSURE PURSUANT TO TRIA
BP1203	07/02	LOSS PAYABLE PROVISIONS
391-1440	01/15	DATA BREACH COVERAGE FORM
391-1442	12/09	ASSOC AND FAMILY MBR ADD COV
391-1585	12/11	IDENTITY THEFT NOTICE
391-1862	01/15	CA CHANGES - DATA BREACH

## BUSINESS OWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS OWNERS COVERAGE FORM

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This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

**1. Additional Insured by Contract, Agreement or Permit**

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or  
(2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;

- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;

- (4) To any lessor of equipment:

- (a) After the equipment lease expires; or

- (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

- (5) To any:
  - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The occurrence takes place after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of the policy apply.

## 2. Additional Insured - Broad Form Vendors

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in paragraphs 5.d. or 5.f.; or
  - (2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 3. Alienated Premises

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

## 4. Bodily Injury Redefined

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:  
 Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.  
 Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
  - Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:  
 "Customers goods" means property of your customer on your premises for the purpose of being:
    - Worked on; or
    - Used in your manufacturing process.
  - The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**  
 Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**  
 Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
- Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - Not done intentionally by or at the direction of:
- (a) The insured; or  
 (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
- (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
- Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:  
**o. Recall of Products, Work or Impaired Property**  
 Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
    - "Your product";
    - "Your work"; or
    - "Impaired property";
 If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
    - Failure of any products to accomplish their intended purpose;
    - Breach of warranties of fitness, quality, durability or performance;
    - Loss of customer approval, or any cost incurred to regain customer approval;
    - Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
    - Caprice or whim of the insured;
    - A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
    - Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
  - c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
  - c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
    - e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
      - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
      - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
  - d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
 

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense(s)" means:

    - a. Necessary and reasonable expenses for:
      - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
      - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
      - (3) Remuneration paid to your regular "employees" for necessary overtime;
      - (4) Hiring additional persons, other than your regular "employees";
      - (5) Expenses incurred by "employees" including transportation and accommodations;
      - (6) Expenses to rent additional warehouse or storage space;
      - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

    - b. Your lost profit resulting from such "covered recall".
  - e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
    - 5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
      - (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
      - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
        - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

#### 9. Unintentional Failure to Disclose Hazards

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

##### 6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 10. Unintentional Failure to Notify

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.